



GVS

12.3.138 v.3  
12-18-90  
GE Industry  
Sales & Services

General Electric Company  
2525 NW 28th Avenue, Portland, OR 97210

December 18, 1990

Mr. Norm Buckolz  
LONGVIEW FIBRE COMPANY  
P.O. Box 24867  
Seattle, WA 98142

SUBJECT: FINAL PCB MATERIAL DISPOSAL  
GENERAL ELECTRIC TRACKING NO. 22147

Dear Mr. Buckolz:

Attached please find a copy of the PCB Log print out tracking your material from the time we received it until final disposition.

This completes our service and we have marked our files closed.

If you have any questions, or if we can be of service to you in any way, please feel free to call (503) 221-5098.

We appreciate the opportunity to be of service and look forward to additional work in the future.

Sincerely,

*Shirlee Porter*

Shirlee K. Porter  
Facility Supervisor  
Portland Oregon

SKP/574  
Attachments

USEPA SF



1256849

LFC001183

GENERAL ELECTRIC COMPANY  
PORTLAND DECOM FACILITY  
PCB LOG REPORT  
12/17/90  
PAGE NO. 1

2538 NW 28TH AVE  
PORTLAND, OR 97210-  
EPA ID#: ORD980833537

Job Numbers: 22147?  
FSR Numbers: ALL  
Customer Numbers: ALL

ITEM NO.	TYPE	PPM	DESCRIPTION MAKE KVA T GAL SERIAL NO.	WEIGHT LBS	DATE KGS D/S	VOLUME SHIPPED	DISPOSAL FACILITY	LOCATION	MANIFEST #	DESTRUCT DATE
22147	FSR NO:		LONGVIEW FIBRE COMPANY	SEATTLE		(206)425-1550	REC'D: 08/26/90	22147		
001	5-DR		<25K LIGHTING BALLAST	250	114 08/07/90		09/14/90 USPCI-6RA	CLIVE	90057	09/15/90
22147W	FSR NO:		LONGVIEW FIBRE COMPANY	SEATTLE		(206)425-1550	REC'D: 08/07/90	22147		
001	SOLID	>25K	CAP FROM 147-01 INTO 22135-05	54	25 08/07/90		10/10/90 ROLLINS-C	DEER PARK	00268824	11/02/90
002	SOLID	>25K	CAP FROM 147-01 INTO 22135-05	54	25 08/07/90		10/10/90 ROLLINS-C	DEER PARK	00268824	11/02/90
				358	163					

## TEXAS WATER COMMISSION

P.O. Box 13087, Capitol Station

Austin, Texas 78711-3087



22147

Please print or type (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 09-30-91

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. ORD 988 835 537		Manifest Document No. 99706		2. Page 1 of 1		Information in the shaded areas is not required by Federal law	
3. Generator's Name and Mailing Address MULTIPLE GENERATORS/GENERAL ELECTRIC COMPANY 2535 NW 28TH AVE. . PORTLAND . OR 97210						A. State Manifest Document Number No 00268824			
4. Generator's Phone 503-221-5098						B. State Generator's ID 99941 mx			
5. Transporter 1 Company Name CUSTOM ENVIRONMENTAL TRAN						C. State Transporter's ID 990 4500			
6. US EPA ID Number DEF 988 918 858						D. Transporter's Phone 479-4801			
7. Transporter 2 Company Name						E. State Transporter's ID 40756			
8. US EPA ID Number						F. Transporter's Phone			
9. Designated Facility Name and Site Address ROLLINS ENVIRONMENTAL SERVICE INC. 2027 BATTLEGROUND ROAD DEER PARK . TEXAS 77536						G. State Facility's ID 50089 mx			
10. US EPA ID Number TXN 855 141 328						H. Facility's Phone 713-938-2388			
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)					12. Containers -No.	13. Total Quantity	14. Unit Vol	15. Waste No.
X	Hazardous Substance LIQUID NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)					35 DM	4964	K	173880
X	Hazardous Substance LIQUID NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)					2 CM	841	K	173880
X	Hazardous Substance LIQUID NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)					13 CW	6005	K	173880
X	Hazardous Substance SOLID NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)					1 DM	44	K	118270
J. Additional Descriptions for Materials Listed Above						K. Handling Codes for Wastes Listed Above T07			
Dike and contain spills. Avoid contact with skin. Alternate TSDF: Return To Generator.									
15. Special Handling Instructions and Additional Information A 35 CAP DRUMS B 4 CAPON PALLET C 19 CAP BOXES HU 26304-5 D 1 BALLAST DRUM SEE CONTINUATION SHEET 24 HR EMERGENCY RESPONSE CALL (800) 635-8918 EXT. 66 SEE GUIDE NO. 31 - ATTACHED									
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment, OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.									
Printed/Typed Name THOMAS C. DUNCAN					Signature Thomas C. Duncan			Month Day Year 10/10/90	
17. Transporter 1 Acknowledgement of Receipt of Materials									
Printed/Typed Name REYNOLD MILLER					Signature Reynold Miller			Month Day Year 10/10/90	
18. Transporter 2 Acknowledgement of Receipt of Materials									
Printed/Typed Name					Signature			Month Day Year	
19. Discrepancy Indication Space Per my phone conversation with Shirley Porter the above quantity has been changed to reflect the actual amount received by RES(TX), Inc. m. Ruffin 10/16/90									
20. Facility Owner or Operator. Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. RES(TX) INC.									
Printed/Typed Name TARA MILUM					Signature Tara Milum			Month Day Year 11/01/90	

22147

# ROLLINS

ENVIRONMENTAL SERVICES (TX) INC.

P.O. Box 609, Deer Park, TX 77536, 713/930-2300, FAX 713/930-2316

December 7, 1990

GENERAL ELECTRIC  
2535 NW 28TH AVENUE  
PORTLAND, OR 97210

ATTN: SHIRLEE PORTER

Dear Ms. Porter:

This is to certify the attached list of PCB material was incinerated at our Deer Park facility - Rollins Environmental Services (TX) Inc., P. O. Box 609, Deer Park, Texas 77536 (EPA ID# TXD055141378) in accordance with 40 CFR 761 as it pertains to incineration of PCB solids, liquids, and capacitors.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete.



ROBERT S. WHITLOCK  
OPERATIONS MANAGER

Attachment

Please call (713) 930-2317 if there are any questions concerning the information on this Certificate of Destruction.

PROGRAM-ID: PTR1722  
RUN DATE : 12/06/90  
RUN TIME : 3:38 PM

ROLLINS ENVIRONMENTAL SERVICES (TX) INC  
CERTIFICATE OF DESTRUCTION AUTHORIZED  
FOR PCB MATERIAL

PAGE: 15

Stream Number	Bill of Lading	Invoice Pounds	Manifest Number	Received Date	Final Destroyed Date	Certificate of Destruction Name and Address	
026304	120990	26,430	TX00268824	10/13/90	11/22/90	GENERAL ELECTRIC 2535 NW 28TH AVE PORTLAND Attn: SHIRLEE PORTER	OR 97210

Inventory Cntrl Nbr	Customer's Unique Serial Number	Type	CONTAINER Pounds	Contents	Suffix Code	-- Destroyed -- Mthd	Date
001519154	22124014	55SD	336	CAPACITORS	39	I	10/27/90
001519155	22162004	55SD	458	CAPACITORS	39	I	10/27/90
001519156	22124019	55SD	342	CAPACITORS	39	I	10/27/90
001519157	22162003	55SD	458	CAPACITORS	39	I	10/27/90
001519158	22179017	55SD	142	CAPACITORS	39	I	10/27/90
001519159	22179011	55SD	164	CAPACITORS	39	I	10/27/90
001519160	22179013	55SD	158	CAPACITORS	39	I	10/27/90
001519161	22179012	55SD	200	CAPACITORS	39	I	10/27/90
001519162	22145003	55SD	168	CAPACITORS	39	I	10/27/90
001519163	22124017	55SD	360	CAPACITORS	39	I	10/27/90
001519164	22168002	55SD	322	CAPACITORS	39	I	10/27/90
001519165	22168001	55SD	484	CAPACITORS	39	I	10/27/90
001519166	22168003	55SD	220	CAPACITORS	39	I	10/27/90
001519167	22168004	55SD	200	CAPACITORS	39	I	10/27/90
001519168	22157030	55SD	190	CAPACITORS	39	I	10/27/90
001519169	22124015	55SD	358	CAPACITORS	39	I	10/27/90
001519170	22162007	55SD	436	CAPACITORS	39	I	10/27/90
001519171	22179014	55SD	140	CAPACITORS	39	I	10/27/90
001519172	22124013	55SD	366	CAPACITORS	39	I	10/26/90
001519173	22179016	55SD	174	CAPACITORS	39	I	10/26/90
001519174	22165002	55SD	250	CAPACITORS	39	I	11/22/90
001519175	22124012	55SD	372	CAPACITORS	39	I	10/26/90
001519176	22166001	55SD	700	CAPACITORS	39	I	11/22/90
001519177	22165003	55SD	294	CAPACITORS	39	I	10/26/90
001519178	22124020	55SD	362	CAPACITORS	39	I	10/19/90
001519179	22124021	55SD	362	CAPACITORS	39	I	10/19/90
001519180	22162005	55SD	454	CAPACITORS	39	I	11/02/90
001519181	22162006	55SD	458	CAPACITORS	39	I	11/02/90
001519182	22157031	55SD	184	CAPACITORS	39	I	10/19/90
001519183	22124016	55SD	356	CAPACITORS	39	I	11/02/90
001519184	22162002	55SD	418	CAPACITORS	39	I	10/27/90
001519185	22157029	55SD	142	CAPACITORS	39	I	10/27/90
001519186	22162008	55SD	296	CAPACITORS	39	I	10/27/90
001519187	22124018	55SD	352	CAPACITORS	39	I	10/27/90
001519188	22179015	55SD	138	CAPACITORS	39	I	10/27/90
001519189	22137002	85OP	496	CAPACITORS	39	I	10/27/90
001519190	221608003/05	PALLET	926	CAPACITORS	39	I	10/26/90
001519191	221608004/06	PALLET	984	CAPACITORS	39	I	10/26/90

LFC001187

PROGRAM-ID: PTR1722  
RUN DATE : 12/06/90  
RUN TIME : 3:38 PM

ROLLINS ENVIRONMENTAL SERVICES (TX) INC  
CERTIFICATE OF DESTRUCTION AUTHORIZED  
FOR PCB MATERIAL

PAGE: 16

Stream Number	Bill of Lading	Invoice Pounds	Manifest Number	Received Date	Final Destroyed Date	Certificate of Destruction Name and Address
026304	120990	26,430	TX00268824	10/13/90	11/22/90	GENERAL ELECTRIC 2535 NW 28TH AVE PORTLAND Attn: SHIRLEE PORTER
						OR 97210

Inventory Ctrl Nbr	Customer's Unique Serial Number	Type	CONTAINER Pounds	Contents	Suffix Code	-- Destroyed -- Mthd Date
001519192	22157033	BOX	1,152	CAPACITORS	39	I 10/26/90
001519193	2213504	BOX	752	CAPACITORS	39	I 10/26/90
001519194	22157032	BOX	1,144	CAPACITORS	39	I 10/26/90
001519195	22182001	BOX	2,068	CAPACITORS	39	I 10/26/90
001519196	22157035	BOX	1,106	CAPACITORS	39	I 10/26/90
001519197	22157034	BOX	1,174	CAPACITORS	39	I 10/26/90
001519198	22135001	BOX	768	CAPACITORS	39	I 10/26/90
001519199	22135002	BOX	764	CAPACITORS	39	I 10/26/90
001519200	22159002	BOX	1,098	CAPACITORS	39	I 10/26/90
001519201	22135005	BOX	424	CAPACITORS	39	I 10/26/90
001519202	22157036	BOX	258	CAPACITORS	39	I 10/26/90
001519203	22159001	BOX	1,720	CAPACITORS	39	I 10/26/90
001519204	22135003	BOX	784	CAPACITORS	39	I 10/26/90

Total Containers : 51

26,430

# UNIFORM HAZARDOUS WASTE MANIFEST

22147 80 Koster

1. Generator's US EPA ID No. ORD 988 833 337		Manifest Document No. 98097	2. Page 1 of 1 Information in the shaded area is not required by Federal law.
3. Generator Name and Mailing Address MULTIPLE GENERATORS/GENERAL ELECTRIC COMPANY 2535 NW 28TH , PORTLAND , OR 97210		A. State Manifest Document Number	
4. Generator's Phone 503-221-5098		B. State Generator ID	
5. Transporter 1 Company Name US POLLUTION CONTROL, INC	6. US EPA ID Number OKD 981 514 474	C. State Transporter ID	
7. Transporter 2 Company Name	8. US EPA ID Number	D. Transporter's Phone 405-324-5033	
9. Designated Facility Name and Site Address USPCI-GRASSY MOUNTAIN FACILITY 3MI-EAST, 7MINORTH OF EXIT 41, I-80 CLIVE , UTAH	10. US EPA ID Number UTD 991 381 748	E. State Facility ID	
		F. Facility's Phone 801-539-0045	

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers		13. Total Quantity	14. Unit Wt/Vol	Waste No.
HMI		No.	Type			
A	X Hazardous Substance SOLIDS NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)	30	CM	7309	K	X002
B	X Hazardous Substance SOLIDS NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)	30	DM	4435	K	X002
C	X Hazardous Substance SOLIDS NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)	1	CW	249	K	X002
D	X Hazardous Substance SOLIDS NOS ORM-E NA 9188 RQ (Polychlorinated Biphenyls)	16	DM	400	K	X002

J. Additional Descriptions for Materials Listed Above Dike and contain spills. Avoid contact with skin. Alternate ISDF: Return To Generator. N.V.T. PCB-054	K. Handling Codes for Wastes listed Above
--	---

15. Special Handling Instructions and Additional Information A) 30 XFMRS; 280 GB89424; 20 GB89423 B) 30 DRUMS OF DEBRIS; GB89422 C) 1 BOX OF DEBRIS D) 16 CRUSH DRUMS; GB89475 GB89422	24 HR EMERGENCY RESPONSE CALL (800) 635-8918 EXT. 66 SEE GUIDE NO. 31 - ATTACHED
---	--

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations.  
If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment;  
OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name THOMAS C. DUNCAN	Signature Thomas C. Duncan	Month Day Year 10/14/90
--	-------------------------------	----------------------------

17. Transporter 1 Acknowledgement of Receipt of Materials		
Printed/Typed Name USPCT VARNELL DABSON	Signature Varnell Dabson	Month Day Year 10/9/4/90

18. Transporter 2 Acknowledgement of Receipt of Materials		
Printed/Typed Name	Signature	Month Day Year

19. Discrepancy Indication Space  986-18074
---

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.		
Printed/Typed Name AC Romero	Signature AC Romero	Month Day Year 10/15/90

ORIGINAL-RETURN TO GENERATOR

22147

USPCI - Grassy Mountain Facility  
EPA ID # UTD991301748  
3 Miles East 7 Miles North  
of Knolls, UT Exit 41 on I-80

**CERTIFICATE OF DISPOSAL**

As required by 40 CFR 761.218 (a), we are providing this  
Certificate of disposal to GENERAL ELECTRIC-MULTIPLE GENERATORS  
to confirm that load # 18074

GB-89-0424 (A) FLUSHED PCB TRANSFORMERS  
GB-89-0423 (A1) DRAINED PCB TRANSFORMERS

shipped on manifest number ORD980833537-90097

was/were disposed in Cell Y, an EPA approved chemical waste  
landfill on 09/15/90.

Under civil and criminal penalties of law for the making or  
submission of false or fraudulent statements or representations  
(18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the  
information contained in or accompanying this document is true,  
accurate, and complete. As to the identified section(s) of this  
document for which I cannot personally verify truth and  
accuracy, I certify as the company official having supervisory  
responsibility for the persons who, acting under my direct  
instructions, made the verification that this information is  
true, accurate, and complete.

*D. Mark Hall*

General Manager

Cert. # 90-6135





GE Industry Sales and Services

DEPARTMENT #61232  
EL MONTE, CALIFORNIA

91735

NET CASH DUE 09/29/90

S10101

22147

Y101-50125 091490 1

LONGVIEW FIBRE COMPANY  
P. O. BOX 24867  
SEATTLE

WA 98124

LONGVIEW FIBRE COMPANY  
BOX PLANT  
P. O. BOX 24867  
SEATTLE

WA

091490

GE TRUCK

PREPAID

REMOVAL OF (2) CAPACITORS FROM DRUM OF  
BALLASTS AND PUT INTO ANOTHER CONTAINER  
TO BE INCINERATED

THANK YOU FOR THE OPPORTUNITY TO BE OF  
SERVICE TO YOU. IF YOU HAVE ANY  
QUESTIONS REGARDING THIS INVOICE, PLEASE  
CALL: CUSTOMER SERVICE  
(503) 221-5100

MATERIAL TOTAL

368.00

LABOR TOTAL

.00

SUBTOTAL BEFORE TAX  
8.1%

368.00  
29.81

TOTAL AMOUNT BILLED

397.81

Sonny / Norm

Note!

ORIGINAL INVOICE

LFC001191

Call Fri 8-24-90

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. HDC FR PART. 76-1	Manifest Document No.	2. Page 1 of	Information in the shaded areas is not required by Federal law.
3. Generator's Name and Mailing Address LORVEM FLORE COMPANY P.O. BOX 24867 SEATTLE WA 98124				A. State Manifest Document Number	
4. Generator's Phone (206) 425-1356				B. State Generator's ID	
5. Transporter 1 Company Name GENERAL ELECTRIC COMPANY		6. US EPA ID Number ORD 988 832 331		C. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone (800) 221-5098	
9. Designated Facility Name and Site Address GENERAL ELECTRIC COMPANY 2505 NW 26TH AVE. PORTLAND OREGON 97214		10. US EPA ID Number ORD 988 832 331		E. State Transporter's ID	
				F. Transporter's Phone	
				G. State Facility's ID	
				H. Facility's Phone (800) 221-5098	
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)			12. Containers No.	13. Total Quantity	14. Unit Wt/Vol
a. Hazardous Substance SOLIDS MIS ORM-E NA 7188 RG (Polychlorinated Biphenyls)			41	250	1
b. Hazardous Substance MIS ORM-E NA 7188 RG (Polychlorinated Biphenyls)					
c. Hazardous Substance MIS ORM-E NA 7188 RG (Polychlorinated Biphenyls)					
d. Hazardous Substance MIS ORM-E NA 7188 RG (Polychlorinated Biphenyls)					
J. Additional Descriptions for Materials Listed Above			K. Handling Codes for Wastes Listed Above		
Wipe and contain spills. Avoid contact with skin. Alternate TSD: Return To Generator.					
15. Special Handling Instructions and Additional Information 24 HR EMERGENCY RESPONSE CALL (800) 435-8918 EXT. 31 SEE GUIDE NO. 31 - ATTACHED					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.					
Printed/Typed Name NORMAN L BUCKHOLZ			Signature Norman L. Buckholz		Month Day Year 8/24/90
17. Transporter 1 Acknowledgement of Receipt of Materials					
Printed/Typed Name WILLIAM HESSLER			Signature William Hessler		Month Day Year 08/24/90
18. Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name			Signature		Month Day Year
19. Discrepancy Indication Space			Confirmed arrival per proper disposal 8/24/90 MSB 1:45 PM		
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.					
Printed/Typed Name			Signature		Month Day Year

GENERATOR'S COPY

LFC001192

Date 9/5 Hour 9:20

To NORM

From SHIRLEY PORTER

Of G.E.

Phone 503 221 5098

Telephoned	Returned Call	Please Call
Please See Me	Will Call Again	Important

Message

GUS 9-5-90

Sight ballast drum contained  
2 compressors. They cannot  
be hand filled. must be binned  
There will be added cost - don't  
know how much

Signed V.S.B.

OWNER RECORD NO. 50-726



GE Industry  
Sales & Services

August 24, 1990

General Electric Company  
2535 NW 28th Avenue, Portland, OR 97210

Mr. Norm Bockholz  
LONGVIEW FIBRE COMPANY  
P.O. BOX 24867  
SEATTLE, WA 98142

SUBJECT: HAZARDOUS WASTE MANIFEST NO. 22147  
GENERAL ELECTRIC TRACKING NO. 22147

Dear Mr. Buckholz:

Attached please find the original copy of the Hazardous Waste Manifest signed by our representative upon receipt of your material. Please keep this record to establish the proper disposal of your PCB material.

We will provide you with copies of the Manifest when this material is sent out for final disposition. These copies will be signed by the ultimate disposer and our cover letter will reference the above captioned G.E. TRACKING NUMBER so that you will have a record of the material from the time it left your premises until it is properly disposed.

Should you have any questions, please do not hesitate to call me at (503) 221-5098.

Sincerely,

*Shirlee Porter*  
Shirlee K Porter  
Facility Supervisor  
Portland Oregon

Attachment  
SKP/jr *jr*

LFC001194

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. <i>HCCFR JACT 761</i>	Manifest Document No. <i>22147</i>	2. Page 1 of	Information in the shaded areas is not required by Federal law.
3. Generator's Name and Mailing Address <b>LONGVIEW FIBRE COMPANY</b> P.O. BOX 24867, SEATTLE, WA 98124				A. State Manifest Document Number	
4. Generator's Phone (206) 425-1550				B. State Generator's ID	
5. Transporter 1 Company Name <b>GENERAL ELECTRIC COMPANY</b>		6. US EPA ID Number <b>ORD 980 833 537</b>		C. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone <b>503-221-5098</b>	
9. Designated Facility Name and Site Address <b>GENERAL ELECTRIC COMPANY</b> 2535 NW 28TH AVE. PORTLAND, OREGON 97210		10. US EPA ID Number <b>ORD 980 833 537</b>		E. State Transporter's ID	
				F. Transporter's Phone	
				G. State Facility's ID	
				H. Facility's Phone <b>503-221-5098</b>	
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers	13. Total Quantity	14. Unit Wt/Vol	Waste No.
a. <input checked="" type="checkbox"/> <b>Hazardous Substance SOLIDS NOS</b> <b>ORM-E NA 9188 RQ</b> <b>(Polychlorinated Biphenyls)</b>		<b>41</b> DM	<b>250</b>	<b>K</b>	<b>X002</b>
b. <input checked="" type="checkbox"/> <b>Hazardous Substance NOS</b> <b>ORM-E NA 9188 RQ</b> <b>(Polychlorinated Biphenyls)</b>					
c. <input checked="" type="checkbox"/> <b>Hazardous Substance NOS</b> <b>ORM-E NA 9188 RQ</b> <b>(Polychlorinated Biphenyls)</b>					
d. <input checked="" type="checkbox"/> <b>Hazardous Substance NOS</b> <b>ORM-E NA 9188 RQ</b> <b>(Polychlorinated Biphenyls)</b>					
J. Additional Descriptions for Materials Listed Above <b>Dike and contain spills. Avoid contact with skin.</b> <b>Alternate TSDF: Return To Generator.</b>		K. Handling Codes for Wastes Listed Above			
15. Special Handling Instructions and Additional Information A) <u>01</u> DRUM(S) OF LIGHTING BALLAST O/S <u>8-7-90</u> PCB2		24 HR EMERGENCY RESPONSE CALL (800) 635-8918 EXT. 66 SEE GUIDE NO. 31 - ATTACHED			
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.					
Printed/Typed Name <b>NORMAN L. BUCKHOLZ</b>		Signature <i>Norman L. Buckholz</i>		Month Day Year <b>8/2/90</b>	
17. Transporter 1 Acknowledgement of Receipt of Materials		Printed/Typed Name <b>WILLIAM HESSLER</b>		Signature <i>William Hessler</i>	
18. Transporter 2 Acknowledgement of Receipt of Materials		Printed/Typed Name		Signature	
19. Discrepancy Indication Space					
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.					
Printed/Typed Name <b>Michael Erickson</b>		Signature <i>Michael Erickson</i>		Month Day Year <b>08/24/90</b>	

ORIGINAL-RETURN TO GENERATOR



GE Industry Sales and Services

DEPARTMENT #61232  
EL MONTE, CALIFORNIA

91735

NET CASH DUE 09/14/90

S10101

22147

Y101-50114 083090 1

LONGVIEW FIBRE COMPANY  
BOX PLANT  
P. O. BOX 24867  
SEATTLE

WA 98124

LONGVIEW FIBRE COMPANY  
BOX PLANT  
P. O. BOX 24867  
SEATTLE

WA

083090

GE TRUCK

PREPAID

REMOVAL AND DISPOSAL OF ONE DRUM PCB  
LIGHTING BALLAST  
PER QUOTE 101-90-141A  
\* \* \*

THANK YOU FOR THE OPPORTUNITY TO BE OF  
SERVICE TO YOU. IF YOU HAVE ANY  
QUESTIONS REGARDING THIS INVOICE, PLEASE  
CALL: CUSTOMER SERVICE  
(503)221-5100

MATERIAL TOTAL 596.00

LABOR TOTAL .00

SUBTOTAL BEFORE TAX 596.00  
8.1% 48.28

TOTAL AMOUNT BILLED 644.28

Sole of any service including any goods covered by this invoice is conditioned upon the terms contained in the original invoice of the goods. Any additional or different terms proposed by the customer are objected to and will not be binding upon the Company, unless specifically assented to in writing by the Company's authorized representative. Note that no implied warranty of merchantability or fitness for purpose applies and that any claim that the services described herein are a warranty or other obligation of the Company may be made in writing prior to, or at, the time you place your order. Seller certifies that all goods described herein were produced in compliance with all applicable provisions of the Fair Labor Standards Act, as amended.

ORIGINAL INVOICE

LFC001196



# GE Industry Sales & Services

## Quotation for Services

GEISS Form 487(Q)

(503) 221-5000

QUOTATION NO. 101 90-141A

DATE AUGUST 14, 1990

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if GE elects to perform the services covered by the quotation in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

To LONGVIEW FIBRE COMPANY

Address P.O. BOX 24867

SEATTLE, WA 98124

ATT: NORM

## Type of Service

- ☐ Installation/Repair/Maintenance
- ☐ Field Engineering Service
- ☐ Job Management Service
- ☐ Training Service
- ☐ Engineering Study/Inspection/Test
- ☒ PCB Service

Work Description, Completion, Price - GE Industry Sales &amp; Services (GE) agrees as follows:

GE Industry Sales and Service is pleased to offer the following proposal for removal and disposal of pcb item(s).

GE will remove the PCB material described in Paragraph 4.0 of this quotation, and dispose of it in a manner fully compliant with all applicable EPA or other regulations. GE has had extensive experience in PCB projects, and can provide total job management for the proper legal disposal of listed PCB item(s).

In addition to the many years of involvement with transformers, capacitors, circuit breakers and similar equipment, our personnel are uniquely qualified by having completed a rigorous multi-day training course in the applicable regulations, spill prevention/control techniques and procedures for safe handling of PCBs.

Please review this offering as a complete solution to your disposal needs, keeping in mind that it is extremely important to owners of PCB materials for the PCB services contractor to provide meaningful indemnification against future liability. Such indemnification is only as valid as the financial resources of the offerer.

This Quotation is for a contract to be performed by GE Industry Sales and Services and is subject to the Conditions of Sale, GEISS Form 487(CS), attached.

Annette Noe  
Sales Support  
2727 NW 28TH  
Portland, OR 97210

GENERAL ELECTRIC COMPANY (GE)

By

Shirlee K. Porter  
Title Manager PCB Facility

Address 2535 NW 28th  
Portland, OR 97210  
(503) 221-5098

LFC001197

QUOTATION #101-90-141A  
AUGUST 10, 1990  
PAGE 2

1.0 WORKSCOPE

Provide job management, labor, tools, materials, and equipment to pick up and dispose of PCB BALLAST, by placing into DOT approved drum and properly disposing of drum and contents.

- 1.1 Job management to plan, schedule, and coordinate on-site work with CUSTOMER, GE, and subcontractors.
- 1.2 On-site spill prevention control and countermeasures personnel and equipment during removal and loading of the existing PCB material.
- 1.3 Transportation of PCB items by GE approved and legally permitted hazardous waste hauler to a legally permitted PCB servicing facility.
- 1.4 Transportation of PCB items to an EPA licensed chemical waste destruction facility.
- 1.5 Disposal services for the PCB items at an EPA licensed chemical waste landfill facility.
- 1.6 Technical services to assist CUSTOMER in obtaining all required permits and preparing manifests for legal disposal of PCB Ballast.
- 1.7 Written confirmation of delivery of PCB items to an EPA licensed landfill facility



## 2.0 WORK PERIOD

- 2.1 All work is to be performed during normal straight time working hours: Monday through Friday, 7:00 am to 3:30 pm, holidays excepted. If the CUSTOMER requires work to be performed on an overtime basis, the premium portion of such overtime work, and other applicable costs such as travel and living expense, will be billable to the Customer in addition to the lump sum prices quoted elsewhere in this proposal. Billing for overtime work will be at the appropriate published hourly or daily rates in effect at the time such work is performed.
- 2.2 All work shall be scheduled on dates and at times which are mutually agreeable scheduled between the Customer and GE. Unless otherwise agreed upon in advance, it shall occur in an uninterrupted and sequential fashion. If the work caused to be interrupted by or for the convenience of the Customer, there will be separate charges for multiple trips and rescheduling of personnel, subcontractors, cranes and rigging equipment.

## 3.0 CUSTOMER'S RESPONSIBILITIES

- 3.1 Prepare "Continuation Sheet" as required by EPA Federal Regulations, December 21, 1989 issue, prior to GENERAL ELECTRIC's scheduled pick-up.
- 3.2 Provide continuous free and safe access to the equipment covered under this proposal.
- 3.3 Repair, as required, any damages to on-site driveways and/or other access ways, sustained during movement of the equipment.
- 3.4 As the Generator of the PCB items to be removed, provide an EPA ID number and obtain any State or local hazardous waste disposal permits.
- 3.5 Clean up and removal, if needed, of all existing spilled or leaked liquid residual materials underneath and in the area of the equipment being serviced under this proposal, unless specified otherwise on the paragraph under WORK SCOPE.

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AUGUST 16, 1990  
PAGE 4

CUSTOMERS'S RESPONSIBILITIES (continued)

- 3.6 Removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment.
- 3.7 Provide craft labor and equipment to load the PCB items onto the GE furnished vehicle unless stated otherwise in the WORK SCOPE
- 3.8 The customer will also be responsible for the following items in connection with this project:
  - (A) Provide "Date of removal from service for Disposal".

4.0 EXISTING EQUIPMENT

4.1 PCB ITEM(S) TO BE REMOVED FROM SITE FOR DISPOSAL

ONE DRUM OF PCB LIGHTING BALLAST.....  
APPROXIMATE WEIGHT.....500LBS

5.0 PAYMENT

- 5.1 All invoices are due and payable on receipt.
- 5.2 Invoices remaining unpaid after thirty (30) days from the date of invoice will be subject to added charges at the rate of 1.5% per month, or a fraction thereof, on the unpaid balance.
- 5.3 Title shall transfer per the terms and conditions herein.

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AUGUST 16, 1990  
PAGE 5

6.0 PRICES:

The services for the above item(s) will be performed for the sum of:

PRICE .....\$596.00\*

\*Price based on "current" "date of removal from service for disposal". any items reflecting delay in disposal will be subject to surcharges, in addition to lump sum quoted above.

\*Price based on "partial load" transportation expense. Pick up of material to be coordinated with CUSTOMER, and PCB Facility Supervisor at a time when additional items will be picked from local area.

7.0 TERMS AND CONDITIONS:

7.1 This quotation is for a contract to be performed by GE Industry Sales and Services, and is subject to the Conditions of Sale, GEISS Form 487 (CS), and Supplemental Conditions for PCB Services, GEISS Form 487(PCB), both attached.

8.0 OTHER CONDITIONS:

8.1 In the event of any need for removal of previously existing leaked or spilled PCB material, diagnostic testing, investigations, repairs or renewal parts required as a result of any discrepancies found during the performance of the services described under WORK SCOPE, or latent defects manifested during or subsequent to re-energizing of Customer equipment not being replaced, such services, repairs or parts provided by the Company shall be priced and charged in addition to the amounts indicated under 6.0 PRICE and 5.0 PAYMENT. If the Customer so desires, the Company will be pleased to submit a separate supplemental lump sum quotation for such services, repairs or renewal parts.

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PAGE 6

OTHER CONDITIONS (cont)

- 8.2 All PCB items, containers, articles, or article containers being disposed of shall be in a non-leaking condition and suitable for transport as delivered to GE. Determination of such fitness for transport will be made by the GE Truck driver or GE Project Manager, as applicable. All containers or drums supplied by the Customer shall be new (not reconditioned) containers as specified by EPA for the particular waste material, ie, DOT 17-C for solids and DOT 17-E for liquids. Any additional material, containers, or work required to correct leaking or potentially leaking containers of PCB items will be billed to the Customer in accordance with Paragraph 7.1 above unless specifically included on the WORK SCOPE, Paragraph 1.0.
- 8.3 Emergency service is available 24 hours per day, seven days per week in response to Customer's PCB related service request. Such services, if requested, will be billed at GE published rates in effect at the time the work is performed. Emergency phone numbers for such service will be provided.
- 8.4 Pricing in this proposal is good for thirty (days) from the quotation date unless specifically stated elsewhere in this proposal to be otherwise, and is contingent on use of PCB disposal methods as currently allowed by governmental regulations and authorities. It is further predicated on:
- a) Actual PCB levels being as indicated by the Customer to GE.
  - b) A maximum of 500 PPM water content in PCB liquids being disposed of.
  - c) The absence of foreign particles in liquids and no congealed or hardened dielectric material in tanks normally containing liquids.
  - d) No liquids combined with solid PCB waste material.

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PAGE 7

- 8.5 This quotation is not an offer and no obligation on either side will arise unless and until a written contract is signed by both parties.
- 8.6 This document contains proprietary information and is considered confidential to GE. It is submitted upon the expressed condition that the information contained herein will not be released to competitors or otherwise used directly or indirectly in a way detrimental to the interests of GE.
- 8.7 Under existing regulations promulgated by the U.S. Environmental Protection Agency, the Customer (owner) had (has) an obligation to assure the proper and complete disposal of any PCB article or PCB container within one year from the date it was first placed into storage for disposal. Incinerators, chemical treatment facilities and chemical waste landfills frequently place additional time limit restrictions and surcharges on materials delivered to them after a period in storage.

GE company warrants that the materials accepted for disposal will be transported to the incinerator, chemical treatment facility or landfill (all as required by law) in a timely and expeditious manner after the Company has taken possession thereof, but cannot be held responsible for any penalties, surcharges or other costs consequential to receipt of materials by the Company more than one hundred twenty (120) days after being placed in storage for disposal by the owner, or more than one hundred twenty (120) days after removal from service in the case of items having been placed in temporary storage.

The customer therefore agrees to indemnify and hold the Company, its officers, employees, and subcontractors harmless from and against any loss, cost, fines, penalties and cost of defense of account of the failure to dispose of the material within one year if delivered to Company more than eight (8) months after being in storage by the Owner, and to pay the Company for disposal facility surcharges, if imposed, for material delivered to the Company beyond one hundred twenty (120) day periods referred to above.



## GE Industry Sales & Services

### Conditions of Sale for Services

The sale of any service and incidental goods ordered by the Customer is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are objected to and will not be binding upon GE Industry Sales & Services (herein called GE) unless specifically assented to in writing by GE's authorized representative. Authorization by the Customer, whether written or oral, to furnish services and incidental goods will constitute acceptance of these terms and conditions.

#### 1. SERVICE DEFINITIONS

- a. **INSTALLATION/REPAIR/MAINTENANCE** is any combination of planning, management, labor, tools and incidental goods to move, install, assemble, modify, repair, modernize, start-up and/or maintain equipment.
- b. **FIELD ENGINEERING** is engineering and technical guidance, advice and counsel based upon GE's current engineering, manufacturing, installation and operating practices, as related to work performed by others.
- c. **JOB MANAGEMENT** is any combination of planning, scheduling, monitoring, selection of crews, as specified in the contract documents, but does not include responsibility for supervision of labor or for the quality or acts of craft labor.
- d. **TRAINING** is an instructional course prepared and provided by personnel proficient in the subject matter.
- e. **ENGINEERING STUDY/INSPECTION/TEST** is system design and analysis of equipment or systems by competent, experienced personnel using special techniques, instruments or devices with the objective of reporting opinions or recommendations relating to the current condition and future serviceability of the equipment or system.
- f. **PCB SERVICE** is any combination of relocation, testing, containment, retrofit/refill or retrofit/replacement of PCB material.

#### 2. WARRANTY

- a. GE warrants to the Customer that goods and services sold will be free from defects in material, workmanship and title and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within one year from the date of shipment of the goods or completion of the services, on the condition that GE be promptly notified in writing thereof, GE will correct any such failure by reperforming any defective portion of the services furnished and supplying conforming goods. If the contract covers installation, repair, or maintenance, GE will correct the failure by reperforming any defective service, and either repairing or replacing (at its option) any defective goods furnished and any damage to the equipment upon which the service was performed resulting from defective service. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those which, in GE's sole judgement, would have been required for reperformance. If the contract covers job management, GE's sole obligation will be to replace the job manager for the balance of the job. If the contract covers training, GE's sole obligation will be to replace the assigned instructor and reperform the training.
- b. The preceding paragraph a. sets forth the exclusive remedy for all claims based on failure of, or defect in, goods or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The foregoing warranty is exclusive and is in lieu of all other warranties whether written, oral, implied or statutory. **AS TO ALL GOODS SOLD, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

#### 3. PATENTS

- a. GE warrants that the goods sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs awarded therein against the Customer due to such breach. In case any goods are in such suit held to constitute such an infringement and the use for the purpose intended of said goods is enjoined, GE shall, at its expense and option, either procure for the Customer the right to continue using said goods, or replace same with noninfringing goods, or modify same so they become noninfringing, or remove the goods and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of GE for patent infringement.
- b. The preceding paragraph a. shall not apply to any goods specified by the Customer and not of GE manufacture, or manufactured to the Customer's design, or to the use of any goods furnished hereunder in conjunction with any other goods in a combination not furnished by GE as a part of the transaction. As to any such goods, or use in such combination, GE assumes no liability whatsoever for patent infringement and the Customer will hold GE harmless against any infringement claim arising therefrom.

#### 4. EXCUSABLE DELAYS

- a. GE shall not be liable for delay due to: (1) causes beyond its reasonable control, or (2) acts of God, acts of the Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- b. In the event GE is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

#### 5. SALES AND SIMILAR TAXES

In addition to the price specified herein, the Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale or furnishing of any services or goods hereunder, or to their use by GE or the Customer, or the Customer shall provide GE with evidence of exemption acceptable to the taxing authorities.

#### 6. PAYMENTS AND FINANCIAL CONDITION

- a. Pro rata payments shall become due as shipments are made or as work is completed. If GE consents to delayed shipments of goods, payment shall become due on the date when GE is prepared to make shipment. All payments shall be made without set-off for claims arising out of other sales by GE.
- b. If the financial condition of the Customer at any time does not justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event

(Continued on reverse)

of bankruptcy or insolvency of the Customer or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, GE shall be entitled to terminate the contract at any time during the period allowed for filing claims against the estate and shall be entitled to payment for its termination charges.

c. For work performed in GE shops, GE, at its option, may retain possession of goods ordered or serviced under the contract if its charges for such goods or services are not paid within 90 days following completion of the work and invoicing the Customer, and GE may, upon not less than seven days written notice by certified mail to the Customer at the Customer's last known address, sell the goods at public or private sale and apply the net proceeds to GE's charges.

## **7. CHANGES, DELETIONS AND EXTRA WORK**

The Customer, without invalidating the contract, may make changes by altering, adding to or deducting from the general scope of the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. The charge for any such extra work or change shall be determined in one or more of the following ways: (1) by mutually agreed firm lump sum price, or (2) by unit prices specified in the contract or agreed upon, or (3) by cost and negotiated percentage of cost or fixed fee.

## **8. LIMITATIONS OF LIABILITY**

a. GE's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the contract, or from the performance or breach thereof, or from any goods or services covered by or furnished under the contract or any extension or expansion thereof (including remedial warranty efforts), shall in no case exceed the greater of either (1) \$5,000 or (2) the contract price of a lump sum contract or the price of work completed if the contract is being performed on a cost type basis. Except as to title to any goods furnished, all such liability shall terminate upon the expiration of the warranty period specified in the article entitled "Warranty".

b. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall GE, its employees and suppliers be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Customer for such damages and the Customer will indemnify GE, its employees and suppliers against any such claims from the Customer's customers. If the Customer is furnishing GE's goods or services to a third party by contract, the Customer shall obtain from such third party a provision affording GE and its suppliers the protection of this and the preceding paragraph 8.a.

c. When any goods, services, or both, furnished hereunder are to be used or performed on or in connection with any nuclear installation or activity, GE, its employees and suppliers shall have no liability, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for any nuclear damage, injury or contamination to any property located at the site, and the Customer will indemnify GE, its employees and suppliers against any such liability. In addition, the Customer shall furnish an agreement of indemnification as contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, and nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of said Act. Any of GE's material or equipment which becomes radioactive at the work site, shall, at GE's option, be purchased by the Customer. Any nuclear decontamination necessary

for GE's performance (including remedial warranty efforts) shall be performed by the Customer without cost to GE. In addition, at nuclear sites, GE will not be liable to the customer for any damage to property of the Customer to the extent that the Customer has ANI or MAELU insurance coverage for such loss.

d. In no event shall GE be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this contract) or caused by the use of goods by the Customer against the advice of GE. If GE furnishes the Customer with advice or assistance concerning any products or systems which is not required pursuant to the contract, the furnishing of such advice or assistance will not subject GE to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## **9. DELIVERY**

Delivery of goods will be made F.O.B. at the point of shipment to the Customer.

## **10. GENERAL**

a. GE reserves the right to subcontract any of the work to one or more subcontractors.

b. The delegation or assignment by either party of any or all of its duties or rights hereunder without the other party's prior written consent shall be void.

c. Any information, suggestions or ideas transmitted by the Customer to GE are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of GE.

d. GE shall comply with all applicable state and federal laws, including but not limited to, the Fair Labor Standards Act of 1938 as amended, the Occupational Safety and Health Act of 1970 (OSHA), laws related to nonsegregated facilities and equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended), and all standards, rules, regulations, and orders issued pursuant to such state and federal laws.

## **11. COMPLETE AGREEMENT**

The contract contains the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on GE unless assented to in writing by GE's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. The invalidity, in whole or part, of any of the foregoing articles or paragraphs of the contract will not affect the remainder of such article or paragraph or any other article or paragraph of the contract.

## **12. SPECIAL CONDITIONS**

a. For TRAINING SERVICE add the following to Article 10:

Any audio or visual recording of the Training Service is prohibited unless GE grants advance permission in writing.

b. For ENGINEERING STUDY/INSPECTION/TEST SERVICE add the following to the end of paragraph a. of Article 2.:

GE does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the service performed.

c. For PCB SERVICE the provisions of GEISS Form 487 (PCB), entitled "Supplemental Conditions for PCB Services" shall apply.



## GE Industry Sales & Services

### Supplemental Conditions for PCB Services

For PCB Services, the conditions contained herein shall supplement the CONDITIONS OF SALE, GEISS Form 487(CS):

#### 1. DEFINITIONS

a. "PCB Service" shall mean the service described in the attached quotation or contract to the extent that such services involve PCB Material. PCB Service may include removal, disposal, repair, testing, clean-up, replacement of insulating fluids and all other activities (such as transportation, storage, etc.) incident thereto.

b. "PCB Material" shall mean the equipment or other material containing or contaminated with polychlorinated biphenyl (PCB) identified in the attached quotation or contract as well as all the parts and the contents thereof and all material used in the performance of the PCB Service which comes into contact with PCB Material.

c. "Release" shall mean with respect to the PCB Material the intentional or unintentional spilling, migration or escape of the PCB Material or any part thereof either alone or in connection with any other substance, including, but not limited to, water, air and smoke.

#### 2. PCB MATERIAL TERMS

a. GE represents that it has knowledge of the requirements associated with the use, collection, handling, storage, transportation and disposal of the PCB Material; that it has experience in such use, collection, handling, storage, transportation and disposal; and that it shall have instructed its personnel, subcontractors and agents in the proper procedures to be used in the performance of PCB Service.

b. GE will perform the PCB Service in compliance with any and all federal, state and local laws and regulations pertaining thereto, including but not limited to, the regulations contained in 40 CFR Part 761; and will have obtained all licenses and permits required by law to engage in the activities necessary to perform the PCB Service.

c. GE warrants that storage, transportation and disposal of the PCB Material will be done by means of facilities and vehicles which are fully licensed by appropriate federal, state and local authorities, as required.

d. The Customer warrants that it has full legal title to, or the power and right to transfer title to, the PCB Material (including, without limitation, all licenses or permits required by law or regulation to be obtained by the owner and/or generator of the material), and that the Customer has no knowledge that the PCB Material is not as otherwise described in the contract documents.

e. If the Customer provides containers for transportation and/or storage of the PCB Materials, such containers shall comply with all applicable law. GE's sole remedy for the Customer's default under this paragraph is, that upon discovery of one or more non-complying containers, GE may provide complying containers and charge the Customer for the containers, the labor needed to transfer the PCB Material into complying containers, and any additional disposal charges.

f. To the extent that any PCB Material is to be disposed of, GE will take title to such PCB Material when it is loaded on a transport vehicle provided by GE or when the PCB Material is delivered to a GE facility, whichever is earlier. If GE and Customer have agreed in writing that title will pass at an earlier time, such agreement will govern. GE takes title to the PCB Material only for the purpose of disposal and shall not

use or transfer title to the PCB Material for any other purpose. In the event that the PCB Material is later determined to be of a nature or character different from that described in the contract documents, title shall pass back to the Customer and, unless otherwise agreed, GE may return the PCB Material to the Customer at the Customer's expense and the Customer shall be liable for and shall indemnify GE against all losses, damages and claims caused by the PCB Material including any damage to the environment, except to the extent that such losses, damages or claims are the result of the negligent or other illegal act or omission of GE or its subcontractors.

g. Unless the Customer has otherwise advised GE in writing before commencement of the PCB Service, the Customer represents that any of the PCB Material which is to be disposed of has not been in storage for disposal or out of service prior to the start of work. The Customer shall indemnify GE against all loss, cost and liability, including fines, penalties, attorneys' fees and costs of defense and extra costs of disposal, on account of any failure of GE to cause the disposal of any PCB Material prior to one year after the PCB Material first went into storage for disposal because of reliance on the representation described in the preceding sentence or on any false or mistaken representation by the Customer concerning the date when the PCB Material first went into storage for disposal.

h. Unless otherwise agreed or required by law, GE will not test the PCB Material to determine the level of PCB concentration without the prior consent of the Customer. Unless there is a determination of PCB concentration made or accepted by GE:

- (1) GE may charge the disposal price for PCB Material of the highest concentration;
- (2) GE may use special procedures to prevent contamination of its facilities and equipment and make an appropriate extra charge for such service; and
- (3) GE shall not be liable to the Customer for any level of PCB concentration revealed by a subsequent test.

i. The following rules apply in the case of any replacement of insulating fluid for the purpose of reclassifying any equipment under 40CFR 761.30(a)(2)(vi), (b)(2)(vii) or (h)(2)(v):

- (1) Unless otherwise agreed, the Customer shall be responsible for operating the equipment as required by regulation or otherwise during a 90-day in-service period.
- (2) GE will test to determine the level of PCB concentration prior to fluid replacement and will make a compliance retest after the 90-day in-service period.
- (3) GE guarantees that the PCB concentration shown by a compliance retest will not exceed the concentration level stated in the contract documents, or, if no level is stated, then, that the PCB concentration will be such that the equipment will be reclassified to the next lower class. The Customer's sole remedy for a breach of this guarantee is that GE will reperform the service to achieve the results guaranteed. GE shall not be responsible for any increase in PCB concentration shown by testing after a successful compliance retest.

j. Subject to the provisions of paragraph 2.k. below, in the event of the failure by GE, its employees, agents and subcontractors to comply with any applicable federal, state or municipal law, regulation or rule which directly or indirectly regulates or affects the use, collection, handling, storage, transportation or disposal of the PCB Material or the release of all or any part of the PCB Material prior to the completion of the

(Continued on reverse)



PCB Service to the extent that the release results from any cause except the negligent or other unlawful act or omission of the Customer, its affiliated companies and their respective officers, directors, employees, agents or contractors; GE will pay to or on behalf of Customer, its affiliated companies and their respective officers, directors, employees and agents;

- (1) all fines and/or penalties levied or assessed by any governmental body as a result of the foregoing causes;
- (2) all loss, cost and expense incurred by the Customer as a result of the foregoing causes;
- (3) all claims for damages suffered by any third party or the general public on account of personal injury (including death) or property damage, including, without limitation, contamination of property, real or personal, public or private, ground waters and surface waters to the extent resulting from the foregoing causes and
- (4) all attorneys fees and other costs of defense of any claim, suit, action or other proceeding, judicial or administrative, criminal or civil, for any alleged cause which would give rise to any payment required of GE under this paragraph 2.j.

k. The two paragraphs a. and b. of Article 8, LIMITATIONS OF LIABILITY, of the CONDITIONS OF SALE shall not apply to any responsibility of GE under Section 2.j., provided, however, that in no event will GE be liable to the Customer or any owner, occupant or tenant of the premises which are the site of or served by the PCB Materials for special, incidental or consequential damages of whatever nature arising out of loss of or loss or impairment of use of the PCB Materials, the premises, any part thereof or any interest therein; and Customer will indemnify GE against claims of this nature by such owner, occupant or tenant.

l. GE will also pay to or on behalf of Customer all amounts which the Customer is required to pay under any law imposing liability without regard to fault as generator of the PCB Material for the environmental clean-up of any location (other than the work site) where the PCB Material has been placed, stored or disposed of in the performance of the PCB Services or any other site to which the PCB Material has migrated.

m. Whenever GE is required under Items 2.j. and 2.l above to assume responsibility for any item described therein, GE's obligation thereunder is contingent upon the Customer's giving to GE prompt written notice of the event or claim which requires GE action and offering to GE the opportunity to assume direct control of the situation including the right to control the defense of any proceeding and to settle or compromise any dispute or take any action to contain or clean up any release. Nothing in this paragraph shall prevent the Customer from taking emergency action when it would be impracticable to follow the procedures prescribed by this paragraph.

n. GE and its subcontractors will maintain for the period required by law (or for a reasonable period in the absence of applicable law), all records required to be kept by law, rule or regulation or required to document performance of the PCB Service. GE will provide to the Customer copies of such records as provided in the contract documents or as reasonably requested by the Customer after performance of the PCB Service.

o. The rights and remedies provided in this SUPPLEMENTAL CONDITIONS FOR PCB SERVICES are the exclusive rights and remedies of the Customer for any violation of any law, regulation or rule directly or indirectly regulating the PCB Material or for any release of the PCB Material.